



## **THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**Request for Proposal #: 163-03052025TB**

**Temporary Personnel Services**

(Posted to eVP as UNSPSC 50111600 Temporary Personnel Services)

**Date Issued: March 05, 2025**

**Proposal Opening Date: 03/25/2025**

**At 3:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Anthony A Becker

Senior Procurement Agent

Email: [anthonya.becker@cms.k12.nc.us](mailto:anthonya.becker@cms.k12.nc.us)

Phone: 980-343-6390

# The Charlotte-Mecklenburg BOE



**4421 Stuart Andrew Blvd.  
Charlotte NC 28217**

**Refer ALL Inquiries to:** Anthony Becker  
Office: (980) 343-6390

E-Mail: [anthonya.becker@cms.k12.nc.us](mailto:anthonya.becker@cms.k12.nc.us)

## INVITATION FOR BIDS NO. 163-03052025TB

Bids will be publicly opened: **Tuesday, March 25, 2024  
@ 3pm (EST)**

**Commodity:** Temporary Personnel Services  
(Posted to eVP as UNSPSC 50111600 Temporary Personnel Services)

Contract Type: Agency Specific Term Contract

Using Agency Name: Charlotte-Mecklenburg Board of Education  
(abbreviated as CMBOE or CMBE)

Website: [www.cms.k12.nc.us](http://www.cms.k12.nc.us)

### NOTICE TO BIDDERS

**ONLY Electronic responses will be accepted for this solicitation. You must register to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. NO MAILED, COURIERED, FAXED, OR EMAIL SUBMISSIONS WILL BE ACCEPTED.** Bids are subject to rejection unless submitted on this form. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). **Federal Uniform Guidance:** "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). Including the prohibitions outlined in (2 C.F.R. 200.216)." Additional information can be found at: <https://www.cmsk12.org/Page/8947>

### EXECUTION

In compliance with this Invitation for Bids (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that **this proposal is submitted competitively and without collusion (G.S. 143-54), none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and it is not an ineligible Vendor as set forth in G.S. 143-59.1.** Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that **it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.** By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and **THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

### VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

### ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of CHARLOTTE MECKLENBURG BOARD OF EDUCATION)</b></p>
---

- 1.0 PURPOSE AND BACKGROUND..... 4**
  - 1.1 CONTRACT TERM .....4**
- 2.0 GENERAL INFORMATION ..... 4**
  - 2.1 INVITATION FOR BID DOCUMENT .....4
  - 2.2 E-PROCUREMENT FEE.....4
  - 2.3 NOTICE TO VENDORS REGARDING STANDARD TERMS AND CONDITIONS.....5
  - 2.4 RFP SCHEDULE .....5
  - 2.5 PROPOSAL QUESTIONS.....5
  - 2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....6
  - 2.7 INDEFINITE ORDER QUANTITY .....6
  - 2.8 BRAND NAME .....6
  - 2.9 PROPOSAL SUBMITTAL.....6
  - 2.10 PROPOSAL CONTENTS .....7
  - 2.11 ALTERNATE PROPOSALS .....7
  - 2.12 REGULATORY COMPLIANCE.....7
  - 2.13 EMPLOYMENT HOUR & WAGE LAW.....8
  - 2.15 USDA CIVIL RIGHTS REGULATIONS AND POLICIES .....8
  - 2.16 RETENTION OF RECORDS .....9
  - 2.17 RIGHT TO ASSURANCE.....9
  - 2.18 REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT .....9
- 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS ..... 10**
  - 3.1 METHOD OF AWARD.....10
  - 3.2 PROPOSAL EVALUATION PROCESS.....10
  - 3.3 EVALUATION CRITERIA .....11
  - 3.4 INTERPRETATION OF TERMS AND PHRASES .....12
  - 3.5 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION .....12
  - 3.6 BID CONSIDERATION .....12
  - 3.7 BUY AMERICAN PROVISION.....12
  - 3.8 LUNSFORD ACT .....12
  - 3.9 N.C. LAW CLAUSE .....12
- 4.0 REQUIREMENTS ..... 13**
  - 4.1 PRICING .....13
  - 4.3 DESCRIPTIVE LITERATURE.....13
  - 4.4 HUB PARTICIPATION .....13
  - 4.5 VENDOR EXPERIENCE .....13
  - 4.6 REFERENCES.....13
  - 4.7 VENDOR’S REPRESENTATIONS .....13
  - 4.8 FINANCIAL STABILITY .....14
  - 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION.....14
  - 4.10 GENERAL BACKGROUND CHECK.....14
  - 4.11 BACKGROUND CHECK REQUIREMENTS .....15
  - 4.12 BACKGROUND CHECK LIMITATIONS.....16
  - 4.13 REQUIREMENTS OF CAFETERIA POSITIONS .....16

4.14 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....17

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK..... 17

5.1 GENERAL.....17

5.2 TASKS/DELIVERABLES.....17

5.3 PROJECT ORGANIZATION .....18

5.4 TECHNICAL APPROACH.....19

5.5 CERTIFICATION AND SAFETY LABELS .....19

6.0 CONTRACT ADMINISTRATION..... 19

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.....19

6.2 POST AWARD PROJECT REVIEW MEETINGS.....20

6.3 CONTINUOUS IMPROVEMENT .....20

6.4 PERIODIC STATUS REPORTS .....20

6.5 ACCEPTANCE OF WORK .....20

6.6 INVOICES .....20

6.7 DISPUTE RESOLUTION .....20

6.8 PRODUCT RECALL.....21

6.9 PRICE ADJUSTMENTS.....21

6.10 CONTRACT CHANGES .....21

6.11 DATA CONFIDENTIALITY AND SECURITY AGREEMENT.....21

7.0 ATTACHMENTS..... 22

ATTACHMENT A: PRICING *FORM* ..... 22

ATTACHMENT B: INSTRUCTIONS TO VENDORS ..... 22

ATTACHMENT C: CHARLOTTE MECKLENBURG BOARD OF EDUCATION STANDARD TERMS & CONDITIONS ..... 22

ATTACHMENT D: MINORITY, WOMEN’S, SMALL BUSINESS ENTERPRISES ..... 22

ATTACHMENT E: CUSTOMER REFERENCE FORM ..... 22

ATTACHMENT F: NC LUNSFORD..... 22

ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS ..... 22

ATTACHMENT H: CONTRACT TEMPLATE (SAMPLE) ..... 22

ATTACHMENT I: CERTIFCATION REGARDING DEBARMENT..... 22

ATTACHEMENT J: CERTIFICATION OF INDEPENDENT PRICE ..... 22

ATTACHEMENT K: STUDENT NUTRITION UNIFORM POLICIES AND PROCEDURES..... 22

## 1.0 PURPOSE AND BACKGROUND

---

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a quote for temporary employment services for cafeteria workers. Charlotte-Mecklenburg Schools Student Nutrition Department includes approximately 186 cafeteria locations. It is our intent to employ up to 120+ temporary cafeteria workers per day as needed during the school year. Employees typically work 4-5 hours per day between the hours of 7:00 am and 4:00 pm on days that school is in session and dependent on the specific school needs. Employees will be expected to assist in the preparation and service of food and beverages; and to maintain the food service facilities, equipment, and utensils in a clean and sanitary manner.

This is a Cost-Plus Fixed Fee for Service (FFS) contract where the cost is the amount paid to the employee and the fixed fee is the contractor’s fee. In an effort to assure equality of pay for all contract employees, the rate to be paid to the employee has been set at \$15.00 per hour (\$16 per hour if employee is experienced CMS retiree). The fixed fee that is charged to administer the contract includes all cost to the contractor for hiring. This includes the cost of criminal background checks, processing new hires, paying employment taxes, any fees incurred and profit to the company.

School Nutrition Services will be responsible for the placement of and communication to employees regarding assignment upon employee completion of a 2-day, 8 hour, paid orientation class. Temporary employees will be assigned a CMS ID number and clock in and out on our timekeeping system. Cafeteria Managers will review the time, Supervisors will approve, and a copy of the Payroll Summary Report will be submitted weekly to the contractor for payroll processing.

The total hourly rate is the total amount including payment to the employee and the contractor’s fixed fee for providing this service. The total hourly rate will be firm for the length of this contract. However, in the event that the state or federal minimum wage is increased during the term of this contract, the hourly rate paid to employees may be increased to comply with state and/or federal mandates. The fixed fee for service may be adjusted, by mutual agreement, only by the amount of the increase in employment taxes resulting in an increase in the hourly rate.

The intent of this solicitation is to award an Agency Specific Contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. Bidders should show unit prices but are requested also to offer a lump sum price. The right is reserved by The-Charlotte Mecklenburg Board of Education to reject any or all quotes/bids.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the “Effective Date”) or issuance of written notice to proceed in the form of a CMS purchase order, whichever is later.

At the end of the Contract’s initial term, the Charlotte Mecklenburg Board of Education shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to four (4) additional one-year terms. The Charlotte Mecklenburg Board of Education will give the Vendor written notice of its intent to exercise each option no later than ninety 90 days before the end of the Contract’s then-current term. In addition, The Charlotte Mecklenburg Board of Education reserves the right to extend a contract term after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

---

### 2.1 INVITATION FOR BID DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

This is **NOT** an E-Procurement purchase and consequently NOT subject to the 1.75% fee. In order that you may present competitive bids, please ensure that you have not marked up your bid to cover this fee.

**2.3 NOTICE TO VENDORS REGARDING STANDARD TERMS AND CONDITIONS**

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the Charlotte Mecklenburg Board of Education Standard Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues, regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the CMBE determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The CMBE may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation, the CMBE rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The CMBE may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO) . Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

**2.4 RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	CMBE	March 05, 2025
Hold Pre-Proposal Conference/Site Visit	CMBE	Not Applicable
Submit Written Questions	Vendor	March 14, 2025
Provide Responses to Questions	CMBE	March 19, 2025, or sooner (depending on the number of questions submitted).
Submit Proposals	Vendor	March 25, 2025 @ 3:00 PM (EST) Online opening will be via TEAMS. Interested parties must notify the issuing agent before 10AM (EST) the day of the opening. A TEAMS Link will be distributed at that time.
Contract Award	CMBE	Upon completion of review and award by CMBE

**2.5 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to [anthonya.becker@cms.k12.nc.us](mailto:anthonya.becker@cms.k12.nc.us) by the date and time specified above. Vendors will enter “RFP #163-03052025TB Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Proposal Number: [RFP #: 163-03052025TB]

Vendor: \_\_\_\_\_

Questions received prior to the submission deadline date, the CMBE’s response, and any additional terms deemed necessary by the CMBE will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any CMBE personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

CMBE – The Charlotte Mecklenburg Board of Education

SN – Student Nutrition

## 2.7 INDEFINITE ORDER QUANTITY

Bidders are informed that this quote/bid is for an estimated quantity of goods. No guarantees in order quantities exist until bidder receives a purchase order from The Charlotte-Mecklenburg Board of Education. The quantities listed in this bid/quote are for estimation and planning purposes only. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for quote/bid. The pricing reflected in quotes/bids are considered valid for the period shown under “execution” section of this quote/bid. The Charlotte-Mecklenburg Board of Education will procure certain goods through the term (term contract period) of this bid/quote only upon actual award. The Charlotte Mecklenburg Board of Education conveys to bidders that purchases will be made as a matter of convenience (convenience contract) to The Charlotte-Mecklenburg Board of Education. Award of items to certain vendors pertaining to this bid/quote do not guarantee purchase of stated quantities.

## 2.8 BRAND NAME

**Unless otherwise indicated**, manufacturer names and model numbers specified are used for purposes of identifying and establishing general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. The specifications following are the minimum acceptable by Charlotte Mecklenburg Schools. Any deviations from the specifications shall be stated in writing in the bidder’s response. Please include in your response manufacturers’ model numbers along with prices of items offered. Submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection.

## 2.9 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors> .

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

Proposal Number: [RFP #: 163-03052025TB]

Vendor: \_\_\_\_\_

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 2.10 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in The Charlotte Mecklenburg Board of Education rejecting Vendor's proposal, in The Charlotte Mecklenburg Board of Education's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order as one PDF document the pricing sheet shall be submitted in total as part of the response and shall be submitted in its original form as a stand-alone document:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGE, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP.
- e) Completed version of ATTACHMENT A: PRICING (in its original stand-alone form and part of submitted total PDF)
- f) Completed and signed version of ATTACHMENT D: MWSBE
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: NC LUNSFORD
- i) Completed and signed version of ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS
- j) Completed and signed version of ATTACHMENT I: CERTIFICATION REGARDING DEBARMENT
- k) Completed and signed version of ATTACHMENT J: CERTIFICATION OF INDEPENDENT PRICING

## 2.11 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

## 2.12 REGULATORY COMPLIANCE

1. The offeror and The Charlotte Mecklenburg Board of Education mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean



Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, “Civil Rights Compliance and Enforcement in School Nutrition Programs”.
5. The offeror shall comply with the “Buy American” provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete the Certification of Independent Price Determination form (p14), complete and sign the: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions form (pp12-13); Certification for Contract, Grants, Loans and Cooperative Agreements – Lobbying (p16) and if applicable, Disclosure Form to Report Lobbying (pp17-18) and shall include these documents as part of the Agreement. (See Attachments)
8. Also refer to ST&C item 12, Compliance with all Laws. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

### **2.13 EMPLOYMENT HOUR & WAGE LAW**

The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment.

### **2.14 DRUG FREE WORKPLACE**

The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

### **2.15 USDA CIVIL RIGHTS REGULATIONS AND POLICIES**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights

Proposal Number: [RFP #: 163-03052025TB]

Vendor: \_\_\_\_\_

1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**2.16 RETENTION OF RECORDS**

By signing this bid, the offeror understands that The Charlotte Mecklenburg Board of Education, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct The Charlotte Mecklenburg Board of Education’s Single Audit. The Charlotte Mecklenburg Board of Education will contract to have the Single Audit conducted as a regular, direct expense to CMBE; Child Nutrition funds may not be used for this purpose

The offeror must retain pertinent records for a minimum of three years after The Charlotte Mecklenburg Board of Education makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

**2.17 RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party’s intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**2.18 REMIDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT**

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor’s delay in the above will constitute the vendor’s material breach of contract, whereupon CMBE may terminate the vendor’s contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the Terms and Conditions document entitled “Force Majeure,” CMBE may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the terms and conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor’s failure to adhere to any of the provisions of the Terms and Conditions of this IFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of CMBE,

- (4) the vendor’s failure to meet the required delivery schedules as identified in the contract documents, or
- (5) the vendor’s violation of any other provision contained within these Terms and conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor’s breach of any provision in this contract, CMBE reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event CMBE elects to purchase other products from other sources, CMBE will invoice the vendor for any increased costs to CMBE, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event CMBE terminates this Contract, in whole or in part, for any reason provided for within the contract, CMBE reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of CMBE.

Any Contract termination resulting from any cause other than a Force Majeure event will deemed valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these Terms and conditions are of the essence.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

---

#### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the CMBE shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the CMBE’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single vendor The Charlotte Mecklenburg Board of Education reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the CMBE to do so.

The Charlotte Mecklenburg Board of Education reserves the right to waive any minor informality or technicality in proposals received.

#### **3.2 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The CHARLOTTE MECKLENBURG BOARD OF EDUCATION will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and The Charlotte Mecklenburg Board of Education reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of The Charlotte Mecklenburg Board of Education.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at

Proposal Number: *[RFP #: 163-03052025TB]*

Vendor: \_\_\_\_\_

the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, The Charlotte Mecklenburg Board of Education will make award(s) based on the evaluation and post the award(s) to *the* electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to The Charlotte Mecklenburg Board of Education.

The Charlotte Mecklenburg Board of Education reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with The Charlotte Mecklenburg Board of Education.

### **3.3 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow The Charlotte Mecklenburg Board of Education to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to The Charlotte Mecklenburg Board of Education.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to The Charlotte Mecklenburg Board of Education:

1. Pricing
2. Vendor Qualifications
3. Vendor Technical Approach
4. Vendor Experience with Related program *[including references]*
5. Completeness of Proposal

### **3.4 INTERPRETATION OF TERMS AND PHRASES**

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by The Charlotte Mecklenburg Board of Education; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, The Charlotte Mecklenburg Board of Education; will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy The Charlotte Mecklenburg Board of Education’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in The Charlotte Mecklenburg Board of Education exercising its discretion to reject a proposal in its entirety.

### **3.5 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 28 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.6 BID CONSIDERATION**

Unless stated otherwise by Vendor on page 1, prices and any other entry made hereon by the Vendor shall be considered firm and not subject to change or withdrawal for 90 days.

### **3.7 BUY AMERICAN PROVISION**

Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. “Domestic commodity or product” is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

### **3.8 LUNSFORD ACT**

The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

### **3.9 N.C. LAW CLAUSE**

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in

this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

## **4.0 REQUIREMENTS**

---

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for The Charlotte Mecklenburg Board of Education; to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

### **4.1 PRICING**

Proposal price shall constitute the total cost to The Charlotte Mecklenburg Board of Education; for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. Vendors shall complete ATTACHMENT A: PRICING FORM in its electronic form to avoid any illegible responses. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.3 DESCRIPTIVE LITERATURE**

#### **DESCRIPTIVE LITERATURE/CERTIFICATION**

Each proposal shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information to shall be a sufficient basis for rejection of the proposal.

### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is CHARLOTTE MECKLENBURG BOARD OF EDUCATION policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: MWSBE.

### **4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to CHARLOTTE MECKLENBURG SCHOOLS. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

### **4.6 REFERENCES**

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The Charlotte Mecklenburg Board of Education may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

### **4.7 VENDOR'S REPRESENTATIONS**

If the proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of The Charlotte Mecklenburg Board of Education under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and

delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.8 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The Charlotte Mecklenburg Board of Education is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

**4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the Standard Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

**4.10 GENERAL BACKGROUND CHECK**

It is the policy of The Charlotte Mecklenburg Board of Education to provide a safe environment for Government employees to work. Due to the Contract requirements, The Charlotte Mecklenburg Board of Education requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date. Staffing agency contracts with Background Investigation Bureau (BIB) for pre-employment screening per CMS requirements. Agency pay all fees associated with pre-employment screening.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in The Charlotte Mecklenburg Board of Education of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor’s criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.

- e) The Charlotte Mecklenburg Board of Education may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, The Charlotte Mecklenburg Board of Education may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### 4.11 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to The Charlotte Mecklenburg Board of Education:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation, or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.
- f) National Criminal and National Sex offender Data Search
- g) Social Security Trace
- h) Search of Social security Number Death Index based on SSN provided
- i) Search of database(s) maintained by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) which includes names of offending individual as determined by OFAC or a similar federal government agency
- j) North Carolina Criminal Record search
- k) Fingerprinting for all new and rehired employees (full-time, part-time and substitutes)
- l) North Carolina Keep Watch Monitoring (daily monitoring)
- m) South Carolina Keep Watch Monitoring (weekly monitoring)
- n) Random Criminal Record Check (quarterly).

These background checks services are currently provided by:

Background Investigation Bureau

9710 Northcross Center Court  
Huntersville, NC 28078  
704 – 439 – 3900  
[clientservices@bib.com](mailto:clientservices@bib.com)



Award, commencement, and continuation of any contract is contingent upon successful contractor(s) agreeing that its employees that are assigned to provide services hereunder and who will be physically present on CMBE property shall be subject to CMBE’s then current background check procedures that are applicable.

A successful contractor furthermore acknowledges that if they shall assign any employee to a CMS facility without a “clear-satisfactory-approved” background check, then the contractor shall be in default of the contract and shall be subject to immediate termination. Contractor will collect and provide to CMS personal information on their employees necessary to complete background checks, such as, but not limited to, social security numbers, driver’s license numbers, birthdates, etc. (to be determined by CMS, but shall only parallel information collected on CMS employees, for the purposes of completing criminal background checks). CMS reserves the right to change background check providers at any time, and contractor(s) agree to comply with any new company requirements; however, will only parallel the exact information screened for, and/or collected on CMS’ employees.

**4.12 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify The Charlotte Mecklenburg Board of Education within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

**4.13 REQUIREMENTS OF CAFETERIA POSITIONS**

- 1) Completion of an orientation and training class given by the school district. Program will consist of two (2) days with approximately 8 hrs. Agency will pay employees for training and will bill district at the quoted hourly rate.
- 2) Employees will provide their own uniform. This uniform consists of a white collared shirt (polo style), khaki pants or skirt, slip-resistant shoes, white apron, and hairnet. Uniform will be clean, wrinkle-free and in good repair. Employees are to wear clean, non-skid (certified slip-resistant), close-toed leather or vinyl shoes in black or white. A white collarless (non-thermal) shirt may be worn under the uniform as needed for comfort.
- 3) Employees will wear a hairnet as a hair restraint.
- 4) Employees must adhere to the CMS Temporary Worker Uniform Policy (ATTACHMENT K).
- 5) Employees must arrive at the designated time each day and complete their full shift.
- 6) Employees must adhere to all CMS policies.
- 7) Employee must have the ability to read, communicate and respond to co-workers and customers in a clear and concise manner.

- 8) Ability to perform simple arithmetic, reading skills, and recipe preparation.
- 9) Manual skills for cleaning and sanitizing food preparation equipment.
- 10) Mechanical skills to safely operate kitchen equipment.
- 11) Medium work exerting up to 25 pounds and no greater than 50 pounds without assistance.
- 12) Frequent movement at a fast pace.

#### 4.14 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction,
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

## 5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

---

Charlotte-Mecklenburg Schools (CMS) is requesting proposals from qualified persons or firms interested in performing **Temporary Personnel Services** for the Nutrition Services to fill cafeteria worker positions complying with all terms and conditions described in this document. All positions are part time, 5 hours per day between the hours of 7 am and 4 pm depending on the needs of the school. All temporary employees are expected to abide by Charlotte Mecklenburg Schools (CMS) Board of Education policies while employed in a CMS facility. Employees will be expected to assist in the preparation and service of food and beverages; and to maintain the food service facilities, equipment, and utensils in a clean and sanitary manner. Employee must have the ability to communicate and respond to the cafeteria manager in a professional manner.

### 5.1 GENERAL

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a quote for temporary employment services for cafeteria workers. Charlotte-Mecklenburg Schools Student Nutrition Department includes approximately 186 cafeteria locations.

Student Nutrition Services will be responsible for the placement of and communication to employees regarding assignment upon employee completion of a 2-day, 8 hours, paid orientation class. Temporary employees will be assigned a CMS ID number and clock in and out on our timekeeping system. Cafeteria Managers will review the time, Supervisors will approve, and a copy of the Payroll Summary Report will be submitted weekly to the contractor for payroll processing.

The total hourly rate is the total amount including payment to the employee and the contractor's fixed fee for providing this service. The total hourly rate will be firm for the length of this contract. However, in the event that the state or federal minimum wage is increased during the term of this contract, the hourly rate paid to employees may be increased to comply with state and/or federal mandates. The fixed fee for service may be adjusted, by mutual agreement, only by the amount of the increase in employment taxes resulting in an increase in the hourly rate.

Training for the 2025-2026 school year will begin in August 2025. Successful bidder(s) will need to have a pool of candidates screened and ready to report in early August for 2 days of training prior to the school start date of August 25, 2025.

### 5.2 TASKS/DELIVERABLES

- a. Staffing agency contracts with Background Investigation Bureau (BIB) for pre-employment screening per CMS requirements. Agency pay all fees associated with pre-employment screening.
- b. The staffing agency recruits candidates for temporary cafeteria workers.

- c. Agency submits a list of potential candidates who have worked for CMS in the past to Diana Kinley, School Nutrition Office Supervisor to check rehire status with CMS (if applicable). Agency is notified of results.
- d. Agency communicates with potential candidate's requirements needed to be hired as a temporary cafeteria worker for CMS.
- e. Staffing agency initiates Pre-employment screening requirements with BIB. The **Pre-Employment Requirements are:**
  - i. A negative drug test using CMS approved testing requirements.
  - ii. CMS approved health form signed by a medical professional.
  - iii. Documentation of a negative TB test.
  - iv. Fingerprint completed by CMS approved vendor.
  - v. Criminal background check review completed by CMS approved vendor.
- f. Agency signs up candidates in SignUp Genius who have completed all pre-employment screening and are ready to attend the two-day School Nutrition training. Agency notifies candidates to attend the training class. School Nutrition issues badge numbers in the time clock for those scheduled to attend training.
- g. Candidates report to class and bring a "ticket to class" that indicates all pre-employment requirements have been completed along with a copy of their health certificate for School Nutrition Services records. They are enrolled in the time clock for timekeeping purposes. They clock in an out while working for CMS.
- h. School Nutrition Services assigns candidates to schools and notifies them of their assignment on the last day of class. School Nutrition Services staffing secretary makes all assignments and communicates directly with the temporary employee from this point forward.
- i. Staffing Secretary notifies the school cafeteria manager and School Nutrition Area Supervisor of the assignment details.
- j. Cafeteria Manager notifies Schools Nutrition staffing secretary of any concerns, if any. Staffing secretary documents employee file and notifies agency of concerns. School Nutrition notifies employee if another assignment is given.
- k. The school cafeteria manager reviews the timecard for the week. School Nutrition Area Supervisor approves time worked.
- l. The School Nutrition office prepares a payroll summary report on Monday following the work week and provides the agency with the employee's name, hours and location worked.
- m. Temporary agency invoices School Nutrition Services. School Nutrition verifies time reported on the invoice with the original payroll report provided to the agency and receives the invoice for payment. A copy of the invoice is sent to CMS Accounts Payable with the requisition number and receiving date.
- n. Finance issues check and mails to the agency.
- o. Temporary employees are "eligible" to be hired permanent after completing 90 working days (approximately 450 hours) but there is no guarantee of permanent hire. The School Nutrition Area Supervisor submits a Personnel Selection Certificate to the Director of Operations for approval to hire from temporary to permanent employee if a vacancy exists.

### 5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

**5.4 TECHNICAL APPROACH**

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor’s approach to providing the deliverables outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**5.5 CERTIFICATION AND SAFETY LABELS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**6.0 CONTRACT ADMINISTRATION**

---

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to The Charlotte Mecklenburg Board of Education for customer service. The customer service point of contact shall be The Charlotte Mecklenburg Board of Education’s point of contact for customer service-related issues (define roles and responsibilities).

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

## **6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of The Charlotte Mecklenburg Board of Education, shall be required to meet periodically with the Student Nutrition Director for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and CMBE performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

## **6.3 CONTINUOUS IMPROVEMENT**

The Charlotte Mecklenburg Board of Education encourages the Vendor to identify opportunities to reduce the total cost the CMBBE. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

## **6.4 PERIODIC STATUS REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Lead on an as needed basis. This report shall include, at a minimum, information concerning scheduling conflicts, recruiting issues, etc. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

## **6.5 ACCEPTANCE OF WORK**

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **6.6 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

## **6.7 DISPUTE RESOLUTION**

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.8 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFP of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

### **6.9 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for *three hundred sixty-five (365)* days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both The Charlotte Mecklenburg Board of Education and Vendor in advance of any price increase going into effect. The Charlotte Mecklenburg Board of Education is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by The Charlotte Mecklenburg Board of Education at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

### **6.10 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by The Charlotte Mecklenburg Board of Education and Vendor.

### **6.11 DATA CONFIDENTIALITY AND SECURITY AGREEMENT**

As a condition of acceptance to work with The Charlotte Mecklenburg Board of Education, the awarded vendor will be required to complete the Data Confidentiality and Security Agreement as it relates to Charlotte Mecklenburg Schools student's and employee's personal identifiable information.

**The remainder of this page is intentionally left blank**

**7.0 ATTACHMENTS**

---

**\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

**ATTACHMENT A: PRICING FORM**

---

Complete and return the Pricing Form associated with this RFP, which can be found in as Attachment A, which can be found as a separate document.

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

---

The Instructions to Vendors, which are incorporated herein by this reference, which can be found as a separate document.

**ATTACHMENT C: CHARLOTTE MECKLENBURG BOARD OF EDUCATION STANDARD TERMS & CONDITIONS**

---

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION STANDARD Terms and Conditions, which are incorporated herein by this reference, which can be found as a separate document.

**ATTACHMENT D: MINORITY, WOMEN’S, SMALL BUSINESS ENTERPRISES**

---

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found as a separate document.

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

---

Complete and return the Customer Reference Form, which can be found as a separate document.

**ATTACHMENT F: NC LUNSFORD**

---

Complete and return NC LUNSFORD, which can be found as a separate document.

**ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

---

Complete, sign, and return ATTACHMENT G: LOBBYING, which can be found as a separate document.

**ATTACHMENT H: CONTRACT TEMPLATE (SAMPLE)**

---

Review ATTACHMENT H: CONTRACT TEMPLATE (SAMPLE) associated with this RFP as a separate document.

**ATTACHMENT I: CERTIFICATION REGARDING DEBARMENT**

---

Complete, sign, and return the CERTIFICATION REGARDING DEBARMENT associated with this RFP as a separate document.

**ATTACHEMENT J: CERTIFICATION OF INDEPENDENT PRICE**

---

Complete, sign, and return the CERTIFICATION OF INDEPENDENT PRICE associated with this RFP as a separate document.

**ATTACHEMENT K: STUDENT NUTRITION UNIFORM POLICIES AND PROCEDURES**

---

Review the STUDENT NUTRITION POLICIES AND PROCEDURES associated with this RFP as a separate document.

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***